

DIGITAL IN-CAR VIDEO PURCHASE AGREEMENT

This Agreement to provide 49 Flashback Digital In-Car Video (DICV) systems with the Digital Evidence Pro video management system, all associated hardware and related services, with the exception of the installation of Wireless Access Points and any associated network cabling, made and entered into as of the date fully executed by and between L-3 Communications Mobile-Vision, Inc., with a place of business at 90 Fanny Road, Boonton, New Jersey, (hereinafter referred to as "Contractor"), and the City of Costa Mesa, a political subdivision of the State of California, (hereinafter referred to as "City") which may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor responded to a request for a Quotation to provide a Digital In-car Video System inclusive of Software license, implementation, training documentation, maintenance and support, a copy of which Quotation is set forth in Exhibit A; and

WHEREAS, the City of Costa Mesa has authorized its Purchasing Agent or his designee to enter into a Contract to obtain a Digital In-car Video System;

NOW, THEREFORE, the Parties mutually agree as follows.

1. Definitions

- a. *Software*. The term "Software" shall mean any and all software in object code only that is incorporated in the Digital In-car Recording solution being purchased including any corrections, bug fixes, enhancements, updates, upgrades, new releases or other modifications.
- b. *Update*. The term "Update" shall mean any bugs, patches, fixes, enhancements, improvements to the Software or any addition of new features pertaining only to the City's Software.
- c. *Upgrade*. The Term "Upgrade" shall mean platform changes, addition of new modules or new integration points or the creation of new versions.
- d. *Documentation*. The term "Documentation" shall mean all written and electronic manuals, training material, white papers, associated printed materials and updated versions thereof, which are necessary or useful to the City in its use of the Solution or the Software provided hereunder.

2. License

- a. *Grant of License*. Company grants City, pursuant to the terms and conditions of this Agreement, a perpetual, nonexclusive, nontransferable license to use the Software.
- b. *Authorized Equipment and Site*. City shall use the Software on the computers used for City business.
- c. *Restrictions on Use*. City agrees to use the Software only for City's business, including any collaborative services with other governmental entities, provided appropriate licensing fees have been paid to the Company.
- d. *Copies*. City may make archival copies of the Software's computer program, provided that the copies shall include Company's copyright and any other proprietary notices.

- e. *Modifications, Reverse Engineering.* City agrees that only Company shall have the right to alter, maintain, enhance or otherwise modify the Software. City shall not disassemble, decompile or reverse engineer the Software's computer program.

DIGITAL IN-CAR VIDEO PURCHASE AGREEMENT - CONTINUED

3. Delivery, Installation, Data Conversion, Testing and Acceptance.

All activities related to the implementation of this project shall proceed in accordance with Exhibit "B", Implementation and Payment Schedule. Each activity listed in Exhibit B shall include both a start date and completion date. In addition, the Implementation Schedule shall incorporate the following specific activities.

- a. *Delivery.* Company shall deliver all hardware and software to the City location(s) specified by the Information Services Director of the City within mutually agreed timeframe of the effective date of this Agreement.
- b. *Installation.* Company shall perform vehicle installations and backend hardware and software installations locations designated. City shall grant Company access to the location(s) and the computer system(s) for the period of time required for such installation.
- d. *Testing.* City shall have thirty (30) days, commencing upon delivery of the Certificate of Installation, to test the Digital In-car Video Solution for substantial compliance with the Acceptance Criteria set forth in Exhibit "C" (the "Testing Period"). City shall provide notice to Company of any failure to comply with the Acceptance Criteria. Upon receipt of such notice, Company shall use its best efforts to remedy the failure and install a fix within five (5) days.
- e. *Acceptance.* Acceptance shall occur (i) upon City's delivery of notice to Company that the Digital In-car Video Solution substantially complies with the Acceptance Criteria set forth in Exhibit "C", or (ii) if City does not provide notice of a failure of the Software after thirty (30) days from the close of the Testing Period, then after thirty (30) days after the close of the Testing Period, Acceptance shall be deemed to have occurred.
- f. *Sales Tax.* The Quotation in Exhibit A does not include sales tax. Sales Tax will be calculated at the time of invoicing and based on the then current sales tax rate for the City of Costa Mesa.

4. Ownership

- a. *Title.* City and Company agree that Company owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements or updates to the Software.
- b. *Transfers.* Under no circumstances shall City sell, license, publish, display, distribute, assign or otherwise transfer to a third party the Software or any copy thereof, in whole or in part, without Company's prior written consent, except in when City is using the Software to provide collaborative services with other governmental entities and the appropriate licensing fees have been paid to the Company for this usage.

5. Confidential Information

Company agrees not to use City data except when specifically authorized by City. City agrees to maintain the confidentiality of proprietary information to the extent allowed by law.

DIGITAL IN-CAR VIDEO PURCHASE AGREEMENT - CONTINUED

6. Warranty

Company warrants to City that for a period of one year commencing upon Acceptance, the Software will substantially comply with the Acceptance Criteria set forth in Exhibit "C" as well as its published specifications. During this warranty period, Company shall also provide City the support and maintenance services set forth in the Warranty Statements appended hereto as Exhibit "D." After expiration of the warranty period, Company shall provide support and maintenance for the Software pursuant to the terms of such Maintenance Agreement.

7. Indemnification

Indemnity. Company shall indemnify and hold harmless City from and against any claims, including reasonable legal fees and expenses, based upon infringement of any copyright or patent by the Software. City agrees to notify the Company of any such claim promptly in writing and to allow Company to control the proceedings. City agrees to cooperate fully with Company during such proceedings. Company shall defend and settle at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, Company may replace, in whole or in part, the software with a substantially compatible and functionally equivalent computer program or modify the Software to avoid the infringement.

9. Insurance

Company agrees to maintain workers' compensation and employer's liability insurance at the statutory limits. Company will also maintain a commercial general liability policy in the amount of \$500,000.00 per occurrence; \$1,000,000.00 aggregate; \$1,000,000.00 products and completed operations aggregate.

10. Term and Termination

- a. *Effective Date.* This Agreement and the license granted hereunder shall take effect upon the date the last party executes this Agreement.
- b. *Termination.* This Agreement may be terminated for cause at any time, without limiting any party's other rights or remedies, upon written notice identifying with specificity the cause and providing the period to cure which shall be a minimum of 10 days. Within three business days after receipt of a written notice to cure a material breach, the recipient must provide the terminating party with a written detailed response that identifies how it will cure the material breach within the 10-day time frame provided above. Failure to provide the written response within three business days may result in immediate termination of this Agreement.
- c. Within thirty (30) days after termination, City will return to Company, the Software and all copies thereof or delete or destroy all other copies of the Software and inform the Company that the Software has been returned or all copies deleted or destroyed, and its use discontinued.

11. Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises due to any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of this Agreement.

DIGITAL IN-CAR VIDEO PURCHASE AGREEMENT - CONTINUED

12. Notices

All notices under this Agreement are to be delivered by (a) depositing the notice in the mail, using certified mail, return receipt requested, addressed to the address below; (b) faxing the notice by using the telephone number set forth below, if confirmation is received and the party sending notice calls the other party to confirm that the notice was received; (c) overnight delivery service addressed to the address below; or (d) hand delivery to the individual designated below. The notice shall be deemed delivered (a) by certified mail, four (4) days after the notice's deposit in the mail; (b) by fax when confirmation is given by the receiving party; (c) if by overnight delivery, on the next day; and (d) if by hand delivery, on the date of hand delivery. If either party needs to change the address for notices, the party making the change shall send the new address to the other party by certified mail.

COMPANY:

L-3 Communications Mobile-Vision, Inc.
90 Fanny Road
Boonton, NJ 07005

Attention: Louis W. Blanco, President
Fax No.: 973 316-9509
Telephone No.: 973 263-1090

CITY:

Costa Mesa
99 Fair Drive
Costa Mesa, CA 92626

Attention: Lieutenant Tim Schennum
Fax No.: 714-754-5001
Telephone No.: 714-754-5226

13. General Provisions.

- a. *Complete Agreement.* The parties agree that this Agreement and the attached Exhibits are the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.
- b. *Amendment.* This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that address for notice may be changed as provided in section 12.
- c. *Waiver.* The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
- d. *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute, court decision or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- e. *Governing Law.* This Agreement and performance hereunder shall be governed by the laws of the State of New Jersey. Venue for any cause of action arising hereunder shall be in Morris County, New Jersey.
- f. *Read and Understood.* Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

DIGITAL IN-CAR VIDEO PURCHASE AGREEMENT – CONTINUED

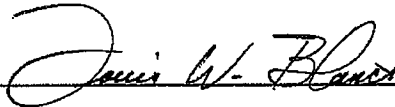
14. Exhibits

- a. *Exhibit A. Quotation.*
- b. *Exhibit B. Implementation and Payment Schedule*
- c. *Exhibit C. Acceptance Criteria.*
- d. *Exhibit D. Warranty Statements*

AGREED:

L-3 COMMUNICATIONS MOBILE-VISION, INC.

SIGNATURE: _____



NAME/TITLE: _____

Louis W. Blanco, President

DATE: _____

October 24, 2007

CITY OF COSTA MESA

SIGNATURE: _____

NAME/TITLE: _____

Allan Mansoor, Mayor

DATE: _____

SIGNATURE: _____

NAME/TITLE: _____

Kimberly Barlow, City Attorney

DATE: _____

SIGNATURE: _____

NAME/TITLE: _____

Julie Folcik, City Clerk

DATE: _____

Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92628-1200



Attn:
Phone:

DATE 10/10/2007
Quotation # CMPD-091807-CK

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
49	MVD-FBDVS FlashBack™ Digital Video Recorder (DVR) L-3 Mobile-Vision In-Car Digital Video Recording (DVR) solution with: • Nite-Watch™ Color camera with a 12X Optical – 144X Digital zoom • Standalone Active Matrix Color 3.5" LCD Monitor • VoiceLink Plus™ 900MHz DSS Wireless Microphone • Overwrite Protection feature • Wireless 802.11(a/g) LAN Card and Antenna • 4GB Flash Memory Card • GPS Receiver and Antenna • All mounts, cables and hardware • 1-Year Factory Parts and Labor Warranty	\$ 4,771.00	\$ 233,779.00
49	MVD-DM2-24/55/1575 Stud Mount Heavy Duty 802.11a optimized Dome Antenna with 15 ft cables (RF-195 & RG-174) SMA & SMA connectors	\$ 95.00	No Charge if part of Initial DVR Purchase
49	MVD-IR-CAM Backseat IR Camera Allows for video recording in the backseat of a patrol vehicle in low light conditions. Includes Infrared Illumination LED's and functions in both black and white and color with fixed focus lens.	\$ 266.00	\$ 13,034.00
49	MVD-CRASH-BAT Collision Sensor	\$ 150.00	\$ 7,350.00
4	MVD-VLP-2.4 Dual Voice Link Plus	\$ 442.00	\$ 1,768.00
45	MVD-VLP-CA22 Spare Cable for Dual Mic Pack	\$ 22.50	\$ 1,012.50
175	MVD-FB-USB-128 USB Identification Key - Identification key for simple officer log-in.	\$ 27.50	\$ 4,812.50
47	INSTALLATION Installation	\$ 300.00	\$ 14,100.00
49	EMA-1 Extended Maintenance Agreement 2nd year for FlashBack System	\$ 250.00	\$ 12,250.00
49	EMA-2 Extended Maintenance Agreement 3rd year for FlashBack System	\$ 300.00	\$ 14,700.00

L-3 Mobile-Vision Digital Evidence Pro

L-3 Mobile-Vision's Digital Evidence Pro Solution features Network access and viewing of evidence video. It provides the department with a centralized, secure cost effective method of storing and managing video files. Featuring search capabilities via various "Key Data" including: officer name, vehicle, date, time, etc. Case file creation "Rich Media" support (digital photo's, digital audio, documents, etc.) extended case "Key Data" search. Secure chain of custody with user profiles and access rights. Provides fast search, retrieval and copy capabilities. Allows for playback of videos with "VCR like" on-screen controls and easy exporting of video to portable media. Fully supports wireless download from the Flashback™ recorder via 802.11 (a/g) standard.

1	MVD-DEP2730 DVM Server, Storage & Distribution System Dell Server: Dual 3GHZ, 2 GB RAM, 2 x 73 GB RAID 1 L-3 Mobile-Vision Digital Evidence Pro Software Redhat Linux Op Syst / Postgresql Database DVD-Rom, Floppy, Monitor, Keyboard, Mouse Power Connect Switch 10/100/1000 DASS: U320 SCSI, 2 x 16 x 500GB HDD SATA RAID 5 Hot Swappable Drives and Power Supply	\$ 33,995.00	\$ 33,995.00
1	EMA-1 EMA for backend solution year 2	\$ 3,299.00	\$ 3,299.00
1	EMA-2 EMA for backend solution year 3	\$ 3,299.00	\$ 3,299.00
6	MVD-RD1616 U320 SCSI, 16 x 500GB HDD SATA RAID 5 (8.0 TB raw) Hot Swappable Drives and Power Supply 3 U Rack configuration	\$ 9,899.00	\$ 59,394.00
5	MVD-8675-A-ASSY Wireless Access Point w/External Mounted Antenna 802.11(a) Wireless Access point Antenna and Cabling	\$ 795.00	\$ 3,975.00
1	MVD-DVD/BU DVM Backup/Archiving Station Controller - Dell PC Primera Bravo II DVD writer /printer w/25 DVD capacity Windows XP Op System/DVD+R/RW L-3 Mobile-Vision DVD Archiving Software 100 pack: white printable DVD-R media	\$ 2,984.00	\$ 2,984.00
1	MVD-DEP-BT2 Solution Configuration / Training System build out and configuration plus 1 days (on site) training	\$ 2,850.00	\$ 2,850.00

Note: Pricing does not include physical installation of the antenna or any network wiring.

SUBTOTAL \$ 412,602.00

Delivery: 90 Days or Less ARO

Shipping w/n the continental USA via UPS Ground

\$1,400.00

Credit Terms: Net 30 days

SALES TAX 7.25%

\$ 26,354.04

(Does not include Installation, Configuration or Extended Maintenance)

Other State/Local Fees: Not Included

TOTAL

\$ 440,356.04

90 Fanny Road • Boonton, NJ 07005 Voice: 800•336•8475 or 973•263•1090 Fax: 973•257•3024

E-Mail Address: sales@L-3com.com Web Page: www.L-3com.com/MV

EXHIBIT "B"**Implementation Schedule/Payment Schedule**

Task #	Task	Description	Week	Payment Milestone
1	Contract Executed	All parties have executed contract	0	10% Deposit
2	Kickoff Meeting	L-3 staff Meeting to review RFQ and Contract, Schedule Production, Assign Project Manager, etc.	1	
3	Project Review Meeting	City Meeting to review project, assign Project Manager, review in-car operating policies, etc.		
4	Site Review Meeting	L-3/City Meeting to Review car types, survey facility, for server and access point locations, discuss training issues, etc.	2	
5	Project Build	Servers and related equipment ordered, configured, and tested. In-car systems manufactured and tested.	3-6	
6	Wireless Access Points Shipped		5	
7	Wireless AP Installation	Installation of Wireless Access Points by City's staff or City's contractor.	6	
8	Backend Hardware and 25 In-car Video systems shipped.	Shipped by L-3	7	
9	29 In-car Video Systems Shipped	Shipped By L-3	8	50% of total invoice.
10	Backend Server Installed and Configured	Installation and integration onto City's network, including configuration and testing of wireless access points, by L-3 field engineer		
11	15 vehicles installed	Installation of Digital In-car Video Systems into vehicles by L-3 technicians or L-3 subcontractor		
12	Training	IT Administrators Trained Training Officers Trained	9	
13	15 vehicles installed	Installation of Digital In-car Video Systems into vehicles by L-3 technicians or L-3 subcontractor		
14	15 vehicles installed	Installation of Digital In-car Video Systems into vehicles by L-3 technicians or L-3 subcontractor	10	
15	4 vehicles installed	Installation of Digital In-car Video Systems into vehicles by L-3 technicians or L-3 subcontractor	11	25% of total invoice.
16	Full System Acceptance Testing	System will be given a complete shake-down test. Identified problems will be corrected.	12-15	
17	Project Deemed completed	Full System Accepted by City	31	Balance of total invoice.

EXHIBIT "C"**ACCEPTANCE CRITERIA**

Item #	Acceptance Specification	Approved (Y/N)	Initials
1	Record 2 Cameras and 3 audio sources concurrently.		
2	Pre-Event Recording – captures up to 60 seconds of video prior to record activation.		
3	Ability to have GPS location features in the recording.		
4	MPEG 4 – Compression.		
5	Wireless File Transfer		
6	User Identification login		
7	External Triggers – Turns on with lights, sirens, configurable speed trigger or VLP wireless microphone		
8	Monitor - with playback/rewind/fast forward functions on monitor.		
9	No capability allowed for editing or deleting recordings within the vehicle. No modifications allowed to the original recording.		
10	Remote microphone must operate (and initiate recording on camera) for distances of up to 1000 feet.		
11	The system should allow for multiple layers of security/permissions (administrator, power-user, user, etc.).		
12	Data transfer from vehicle to in house storage by 802.11a wireless.		
13	Ability to capture, store, search, review, present, display, and retrieve recordings		
14	Search capability by authorized user on any field in the database.		
14	Ability to record Position (GPS), Speed, Officer Name, Vehicle, Lights, Siren, Brake, Ignition, Record trigger source, Voltage.		
15	Ability to alert when storage threshold is reached.		
16	Ability to export files for record exchange.		
17	Ability to capture images up to 60 seconds before Record mode is activated.		
18	After ignition is turned off – ability to easily recognize when DVR is in process of downloading files through wireless link (beneficial at slower rates of transfer).		
19	Statistical reporting (i.e. # of recordings, data transfer times, etc.)		
20	Ability to tag recordings of importance		
21	Multiple export formats (i.e. Wav. Avi)		
22	Real time video transmission to Dispatch when in range of wireless network.		
23	Ability to archive video and data with seamless or minimal intervention		

EXHIBIT "D"

WARRANTY STATEMENTS

Flashback DVR: Warranty Information

L-3 Communications Mobile-Vision, Inc. warrants its in-vehicle video system for a period of one (1) year from defects in workmanship or materials. At its discretion, L-3 Mobile-Vision agrees to repair or replace any in-car video system component that fails due to defective materials or workmanship during the stated warranty period from original date of purchase. During the warranty period, there will be no charge for repair labor, parts or return shipping. The purchaser must return failed component(s) to factory or factory authorized service center. L-3 Mobile-Vision will provide purchaser a prepaid return shipping label for that purpose. L-3 Mobile-Vision's maximum reimbursement for shipping shall not exceed UPS ground service rates. This warranty applies only to internal electronic components and circuitry. Warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. Warranty excludes labor to diagnose components in vehicle and labor to remove or reinstall components in vehicle. Warranty does not extend to any devices in or of vehicle to which an L-3 Mobile-Vision component is mounted or connected. L-3 Mobile-Vision reserves the right to charge for repairs to correct damage resulting from abuse or extraordinary environmental damage to components during warranty period at rates normally charged for repairing such units not covered under warranty.

L-3 Mobile-Vision warrants that its in-car video systems are designed to make video and audio recordings of events in proximity to and within a police vehicle. L-3 Mobile-Vision will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use this product.

As a further limit on warranty, and as an expressed warning, the user should be aware that harmful personal contact may be made with any devices mounted into a motor vehicle in the event of violent maneuvers, collisions, or other circumstances, even though said devices are installed and used according to instructions. Purchaser will determine and accept any risk involved with the installation and use of this product. L-3 Mobile-Vision specifically disclaims any liability for injury caused by contact with its in-car video components in all such circumstances.

The forgoing warranty is exclusive in lieu of all other warranties of quality, fitness, or merchantability, whether written, oral, or implied. Notwithstanding, if the contractual agreement under which this in-car video product has been purchased specifies different terms and conditions those terms and conditions specified by such contract shall prevail.

All maintenance and service will be performed by L-3 Communications Mobile-Vision, Inc., 90 Fanny Road, Boonton, NJ 07005 or, at the customer's choice, by an L-3 Mobile-Vision owned service center. *Note: It is the responsibility of the user to remove and return the component(s) requiring repair.* Adequate boxes and proper packaging materials can be obtained by calling L-3 Mobile-Vision and requesting them. L-3 Mobile-Vision cannot accept responsibility for damage in shipment. L-3 Mobile-Vision will reimburse the department for the cost of shipping, via UPS Ground only.

Warranty repairs require an RA (Return Authorization) number in order to be processed. This can be arranged by calling (800) 336-8475 or by completing a Return Authorization form on our website: www.L-3Com.com/MV, the form is located under the Sites/Sales/Support tab. The unit serial number, description of defective part and problem noted will be required. A point of contact and phone number will also be needed in case follow-up information is required.

Flashback DVR: Extended Maintenance Agreement Terms

L-3 Communications Mobile-Vision, Inc. Extended Maintenance Agreement extends all terms and conditions of the original warranty for an additional period of one year (1) after the initial warranty period expires, from defects in workmanship or materials, provided that the system has been properly maintained with normal usage. This agreement entitles the department to maintenance and service on any component of the video system. Components of the system include the Digital Video Recorder (DVR), control head, monitor, camera, lens, main cable harness, wireless microphone transmitter and receiver as well as all brackets and hardware.

This agreement does not cover damage caused by misuse, vehicular accidents, excessive roughness, acts of God, cosmetic damage, damage due to malfunction of the vehicle's electrical and/or electronics systems, or components which show evidence of tampering by unauthorized personnel. It does not cover any components of the vehicle in which the system is installed, nor any auxiliary products to which it is connected, i.e. radar, etc. It does not cover expendable items, i.e., batteries, videotapes or wireless microphone cords.

All maintenance and service will be performed by L-3 Communications Mobile-Vision, Inc., 90 Fanny Road, Boonton, NJ 07005, or, at the customer's choice, by an L-3 Mobile-Vision owned service center **ONLY**. Adequate boxes and proper packaging materials can be obtained by calling Mobile-Vision and requesting them. L-3 Mobile-Vision cannot accept responsibility for damage in shipment. All shipment to L-3 Mobile-Vision should be insured against loss or damage. The customer will be responsible for all inbound shipping and insurance charges incurred in the shipment to L-3 Mobile-Vision. L-3 Mobile-Vision will pay for the return shipping and insurance charges, via UPS ground, within the continental U.S. only.

Digital Evidence Series: Warranty Information

L-3 Communications Mobile-Vision, Inc. warrants its video management system to be free from operational and material defects and covers all software updates for a period of one (1) year from original date of purchase. (Warranty extensions are available – see EXTENDED MAINTENANCE COSTS at the end of this document). During the warranty period, L-3 Mobile-Vision agrees to repair or replace any video management system component that fails due to defective materials or workmanship and there will be no charge for repair labor, parts or return shipping. However, the purchaser must appropriately package and return failed component(s) to factory or factory authorized service center.

This document applies only to L-3 Mobile-Vision provided Digital Video Management hardware components and software (not the agencies network). In-Car hardware components and software may be covered under a separate Warranty and Maintenance Agreement. This Agreement excludes damage due to system abuse (both physical and electronic), extraordinary environmental damage or from the loading of unauthorized software on the server. At its discretion, L-3 Mobile-Vision reserves the right to charge for the diagnosis and repairs to correct damage to components and software resulting from the aforementioned causes at standard non-warranty rates.

L-3 Mobile-Vision warrants that its video management systems function to facilitate the management of video for law enforcement. L-3 Mobile-Vision will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use this product.

The forgoing warranty is in lieu of all other warranties of quality, fitness, or merchantability, whether written, oral, or implied. Notwithstanding, if the contractual agreement under which this video management product has been purchased specifies different terms and conditions those terms and conditions specified by such contract shall prevail.

SUPPORT PROCESS & HOURS

Warranty repairs must be arranged by calling (800) 336-8475 between the hours of 8:00AM and 6:00PM eastern standard time and requesting an RMA (Return Material Authorization) number. The unit serial number, description of defective part and problem noted will be required. A point of contact and phone number will also be needed in case follow up information is required.

L-3 Mobile-Vision provides on-line diagnosis and support that is initiated after the initial support call to the above number. Most service calls can be handled through this remote method..

If the problem is determined to be software, then L-3 Mobile-Vision will do its best to fix the problem remotely. If it cannot be fixed remotely, then the customer will be required to package their hardware in the original box or boxes and ship it to Mobile-Vision. All maintenance and service of computer and computer related components will be performed by L-3 Mobile-Vision's Orlando office at 2700 Westhall Lane, Suite 235, Maitland, FL 32751 or by L-3 Mobile-Vision's assigned authorized service centers. *Note: It is the responsibility of the customer to remove and return the components involved.* Original packing must be assured as L-3 Mobile-Vision cannot accept responsibility for damage in shipment. At its discretion, L-3 Mobile-Vision will reimburse the department for the cost of shipping, via UPS Ground.

L-3 Communications Mobile-Vision, Inc. will, after fair price negotiations with the City of Costa Mesa and its authorized representative(s), provide software updates deemed necessary to maintain the performance of the Digital Evidence Pro video management system to the City of Costa Mesa after all available Extended Maintenance Agreements have been purchased and exhausted by the City of Costa Mesa.